

7/25/2011

**VIA CERTIFIED MAIL**  
**AANTRANS, INC. d/b/a**

Lee Myles Transmissions & Auto Care  
Harlan & Ann Tuckman  
17 Sherwood Drive  
Monroe Twp., NJ 08831

**Re: LEE MYLES TRANSMISSION & AUTO CENTER; FRANCHISE AGREEMENT DATED  
August 5, 1996**

Dear: Harlan & Ann Tuckman

Pursuant to the default notice sent on March 28, 2011 and subsequent failure to re-open within 6 days as required by your Franchise Agreement your License Agreement was terminated effective May 3rd 2011. All post termination covenants therein are hereby invoked and we demand that you immediately comply with all requirements therein.

We have repeatedly attempted to contact you and resolve the serious nature of your outstanding obligations with Lee Myles. You have failed to cooperate and we must therefore take additional action to ensure that our interests are preserved.

On or about March 21, 2011 you transferred the main telephone number (732-542-3100) to Eric von Kattengell in violation of your Franchise agreement and trademark laws by allowing ownership of said number, which clearly advertises Lee Myles legal registered trademarks. Additionally, section 6.3 of that agreement states that "Licensor shall have the right to acquire the center's published telephone number if that number should appear in any published directory for more than sixty (60) days after the termination by Licensor of the License Agreement. Evidence of this is provided below. Because we were in discussions with Mr. von Kattengell up until last week about the possibility of becoming a Lee Myles Franchisee we refrained from unnecessary enforcement of this covenant, however, now that Mr. von Kattengell has opened for business without agreement to become a Lee Myles Franchisee we demand compliance immediately. Failure to secure the transfer of this number will be met with immediate legal action including, where appropriate, the request for criminal fraud charges resulting from the transfer of the number to an individual other than Lee Myles.

Additionally, you have an outstanding balance due to Lee Myles of \$21,208 which does not include late charges, which according to section 3.4 of your agreement amount to 1% per month on all late payments. Your 2010 bankruptcy did not include the outstanding debt to Lee Myles Auto Group, LLC and has therefore never been discharged. Be advised that without immediate efforts on your part to secure repayment terms we will seek a legal judgment for all monies owed, including any fees and will vigorously pursue enforcement of any judgment.

Due to the serious nature of this matter, I hereby demand that you contact me within 10 days of the date of this letter to avoid further legal action. You may contact me at (610) 370 -6907.

David Friedman  
Chief Financial Officer

cc: Dale Egan

(A)

03/28/2011

**VIA CERTIFIED MAIL**

**AANTRANS, INC. d/b/a**

Lee Myles Transmission & Auto

ATTN: Harlan Tuckman & Ann Tuckman

61 Main Street

Eatontown, NJ 07724

Harlan & Ann Tuckman

17 Sherwood Drive

Monroe, NJ 08831

**Re: NOTICE OF DEFAULT LEE MYLES TRANSMISSION & AUTO CENTER; FRANCHISE  
AGREEMENT DATED August 5, 1996**

Dear: Harlan & Ann Tuckman

Lee Myles Auto Group, LLC ("LMAG") was informed today that the above-referenced center has been abandoned and closed on or around March 19, 2011

Accordingly, you are hereby notified pursuant to Section 14.3d (Abandonment) that you are in default of the franchise agreement dated August 5, 1996, (the "Franchise Agreement"). You must recommence operations at this location within six days of the date LMAG was notified or by **April 1, 2011**, as a Lee Myles Transmission & AutoCare Service Center. You must immediately comply with all provisions outlined in the Franchise Agreement.

In addition, you must contact David Friedman, LMAG's Chief Financial Officer at (610) 370-6907 by close of business on **April 1, 2011**, in order to arrange for payment in full for any outstanding amounts due and owing to LMAG.

If you fail to reopen the business as a Lee Myles(R) Center with all equipment and inventory and make payment arrangements, your Franchise Agreement will be terminated, payment in full for all amounts will become immediately due, including the net present value of future royalties for the remaining term of the Franchise Agreement, and legal action may be pursued. If you fail to reopen you must also return all of the proprietary information including the computer hard drive, all customer records to LMAG, all open and unused repair orders, books and manual and immediately transfer the main telephone number (732-542-3100) to LMAG.

Due to the serious nature of this matter, I suggest you give it your immediate attention. If you have any questions regarding this correspondence, please contact me at (610) 370 -6907.

Regards,



David Friedman  
Chief Financial Officer

cc: Dale Egan



In re Harlan Tuckman & Ann Tuckman,  
Debtor

Case No. \_\_\_\_\_  
(If known)

**SCHEDULE F- CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**  
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBATOR HUSBAND, WIFE, JOINT OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF,	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
ACCOUNT NO. Idearc Media Corp P.O. Box 610830 DFW Airport, TX 75261		Consideration: Business Debt				2,400
ACCOUNT NO. International Realty, LLC c/o David Chin, Esq. PO Box 8283 Jersey City, NJ 07398		Consideration: Business Rent				Unknown
ACCOUNT NO. Jefferson Capital Systems 16 McLeland Rd Saint Cloud, MN 56303		Creditor: St. Peters Hosp.			X	Notice Only
ACCOUNT NO. Lee Myles Associates Corp. PO Box 10 Reading, PA 19607		Consideration: Business Franchise Agreement				Unknown
ACCOUNT NO. Metrotrans Advertising c/o Transeast ADCO Box 1054 Paramus, NJ 07653-1054	H	Consideration: Business Advertising				Unknown
Subtotal						\$ 2,400
Total						\$

Sheet no. 2 of 4 continuation sheets attached  
to Schedule of Creditors Holding Unsecured  
Nonpriority Claims

(Use only on last page of the completed Schedule F.)  
(Report also on Summary of Schedules and, if applicable, on the  
Statistical Summary of Certain Liabilities and Related Data.)

(C)

# Certificate of Service Page 2 of 2

## CERTIFICATE OF NOTICE

District/off: 0312-3  
Case: 10-14607

User: wromero  
Form ID: 132

Page 1 of 1  
Total Noticed: 28

Date Rcvd: Feb 19, 2010

The following entities were noticed by first class mail on Feb 21, 2010.

db/jdb +Harlan Tuckman, Ann Tuckman, 17 Sherwood Drive, Monroe Twp., NJ 08831-1975  
smg U.S. Attorney, 970 Broad St., Room 502, Rodino Federal Bldg., Newark, NJ 07102-2534  
smg +United States Trustee, Office of the United States Trustee, One Newark Center, Suite 2100,  
Newark, NJ 07102-5235  
510484844 +Aantrans Inc., 61 W. Main St., Eatontown, NJ 07724-3453  
510484845 +American Express, Correspondence Address, P.O. Box 6618, Omaha, NE 68106-0618  
510484846 +Associated Recovery Systems, P.O. Box 469046, Escondido, CA 92046-9046  
510484847 +Bruce Tuckman, 4475 Masters Drive, Upper Arlington, OH 43220-4284  
510484848 +Capital Mngmnt Svcs, 726 Exchange St, Ste 700, Buffalo, NY 14210-1494  
510484849 +Capital One, Bankruptcy Dept, P.O. Box 5155, Norcross, GA 30091-5155  
510484850 +Chase Bank, P.O. Box 15298, Wilmington, DE 19850-5298  
510484851 +Citibank, P.O. Box 6500, Sioux Falls, SD 57117-6500  
510484854 +GMAC, P. O. Box 380901, Bloomington, MN 55438-0901  
510484856 +Hudson City Savings, W. 80 Century Road, Paramus, NJ 07652-1473  
510484857 +Idearc Media Corp, P.O. Box 610830, DFW Airport, TX 75261-0830  
510484858 +International Realty, LLC, c/o David Chin, Esq., PO Box 8283, Jersey City, NJ 07308-8283  
510484859 +Jefferson Capital Systems, 16 McLeland Rd, Saint Cloud, MN 56303-2198  
~~510484860 +Lee Myles Associates Corp., PO Box 10, Reading, PA 19607-0010~~  
510484861 Metrotrans Advertising, c/o Transeast ADCO, Box 1054, Paramus, NJ 07653-1054  
510484862 +NJ Division of Taxation, P.O. Box 046, Trenton, NJ 08646-0046  
510484863 +Northland Group, P.O. Box 390846, Edina, MN 55439-0846  
510484864 +Office of the NJ Attorney General, P.O. Box 080, Trenton, NJ 08625-0080  
510484865 +PNC Bank, 2730 Liberty Ave, Pittsburgh, PA 15222-4747  
510484868 ++SNAP ON CREDIT LLC, 950 TECHNOLOGY WAY, SUITE 301, LIBERTYVILLE IL 60048-5339  
(address filed with court: Snap On Credit, 950 Technology Way, Suite 301,  
Libertyville, IL 60048)  
510484869 +St Peters University Hosp, 254 Easton Ave, New Brunswick NJ 08901-1766  
510484871 +Town Enterprises, c/o Chambord, Inc., 38 Jackson St., Hoboken, NJ 07030-6072

The following entities were noticed by electronic transmission on Feb 19, 2010.

510484853 E-mail/PDF: mrdiscen@discoverfinancial.com Feb 20 2010 03:14:16 Discover, P.O. Box 30943,  
Salt Lake City, UT 84130  
510484855 E-mail/PDF: jonna.schwalb@greenskycredit.com Feb 20 2010 02:58:24 Greensky Trade Credit,  
PO Box 933614, Atlanta, GA 31193-3614  
510484867 +E-mail/Text: BANKRUPTCY@FULF.COM Skylands Community Bank, PO Box 1024,  
Bellmawr, NJ 08099-5024

TOTAL: 3

\*\*\*\*\* BYPASSED RECIPIENTS (undeliverable, \* duplicate) \*\*\*\*\*

510484843 Aantrans Inc.  
510484870 Town Enterprises  
510484852\* +Citibank, P.O. Box 6500, Sioux Falls, SD 57117-6500  
510484866\* +PNC Bank, 2730 Liberty Ave, Pittsburgh, PA 15222-4747

TOTALS: 2, \* 2

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.  
USPS regulations require that automation-compatible mail display the correct ZIP.

Addresses marked '++' were redirected to the recipient's preferred mailing address  
pursuant to 11 U.S.C. 342(f)/Fed.R.Bank.PR.2002(g)(4).

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 9): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Feb 21, 2010

Signature: \_\_\_\_\_

*Joseph Speetjens*

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LEE MYLES ASSOCIATES CORP.  
RENEWAL FRANCHISE AGREEMENT

AGREEMENT, made in the City and State of New York, this 5th day of August, 1996 by and between LEE MYLES ASSOCIATES CORP., a New York corporation (hereinafter called "MYLES") and

Harlan Tuckman and Ann Tuckman

residing at 61 N. Highway 35, Eatontown, NJ 07724

(hereinafter called "ASSOCIATE").

W I T N E S S E T H:

WHEREAS, Associate acknowledges that Myles is in the business of selling franchises for the operation of Lee Myles Transmission Service Centers engaged in the servicing, repair and replacement of automatic and standard automotive transmissions, some of which have been and maybe owned by the parent, subsidiaries and/or affiliates of Myles, and that Myles has an established and valuable expertise, reputation, reputation and good will in connection therewith: and

WHEREAS, Associate owns and operates a franchised Lee Myles Transmission Service Center, located at 61 N. Highway 35, Eatontown, NJ 07724 pursuant to the terms of a Renewal Franchise Agreement made between Associate (or its predecessors) and Myles dated August 5, 1981 and

WHEREAS, Associate is presently a franchisee in good standing, having performed its obligations under the Franchise Agreement and otherwise satisfying the conditions of renewal as set forth in paragraph 2 thereunder,

NOW, THEREFORE, in consideration of One (\$1.00) Dollar and other good and valuable consideration and mutual promises contained herein, the parties agree as follows:

E

**PROMISSORY NOTE AND SECURITY AGREEMENT**

\* { FOR VALUE RECEIVED, this 24<sup>th</sup> day of March, 2008 I promise to pay to the order of Lee Myles Associates Corp. ("Holder"), at 650 From Road, Paramus, NJ 07652 or such other place as Holder may direct, the sum of **Twenty four thousand nine dollars no cents.**

1. My obligation is payable in **Fifty two (52) consecutive weekly installments of \$450.00 via ACH. The first payment is due March 31, 2008.** The unpaid balance, if not sooner paid, will be due and on or before April 10, 2009. No interest shall be payable on this obligation so long as I make payments timely and faithfully in accordance with the terms of this Note.

2. If I fail to pay any payment required by the terms of this Note within ten (10) calendar days after payment is due, Holder may send me a written notice declaring me to be in default of this Note, and advising me that if I do not pay the overdue payment(s) by a certain date, which shall not be less than five (5) days after the date of the notice. I may be required to immediately pay in full the remaining unpaid balance of the obligation.

3. If I am in default of the terms of this Note, interest may be charged on the unpaid balance at the rate of ten percent (10%) per annum, starting as of the date of my default, and I may be liable to Holder as well for the costs of collection, including reasonable attorneys fees.

4. I make this Note to evidence my obligation to Lee Myles Associates Corp. for payment of royalties in accordance with my LEE MYLES TRANSMISSIONS **License Agreement.**

5. If more than one (1) person signs this Note, each person is fully and personally liable for performance in accordance with its terms, and Holder may enforce its rights against each person individually or all together.

6. This Note (or any replacement note), shall be binding on any person(s) who succeeds to my interest in the franchise for the operation of a LEE MYLES TRANSMISSIONS Center in **Eatontown, NJ**

7. Any notice given to me by Holder shall be considered sufficient notice if it is delivered or mailed to me at the following address, unless I provide Holder with a different address in writing:

Ann & Harlan Tuckman

Aantrans Inc.

T/A Lee Myles Transmissions

~~110 Carroll St~~ 61 MAIN ST.

~~Forth Worth, TX 76107~~

EATONTOWN, NJ 07724

8. I hereby waive my rights to presentment and notice of dishonor.

Lee Myles Auto Group, LLC  
P.O. Box 10  
Reading, PA 19607



Phone: 1-800-LEE-MYLES  
Fax: (610) 685-8823  
URL: [www.leemyles.com](http://www.leemyles.com)

*The Most Trusted Name in Transmissions and Autocare since 1947.*

October 16, 2009

TO: Lee Myles Franchisees

FROM: David Friedman

RE: Accounting Process

I wanted to introduce myself to you all as the new "interim" Chief Financial Officer for Lee Myles. I was retained starting October 1, 2009 by Dale Egan to help build a solid financial model for the system that will help us ensure success going forward.

I have been an owner, operator and consultant for dozens of closely held businesses over the last 20 years and have experience in both franchising and the automotive aftermarket business specifically. I am a solid financial manager and extremely well educated in the area of technology in general with a specific focus on internet marketing. I am very familiar with the struggles we are all facing in the wake of our economy and the fact that we need to work together as a team to ensure our success.

We have already begun building an aggressive marketing plan to take advantage of pooled resources among centers that are specifically designed to drive business to your centers. We will be communicating more about this program over the next few weeks.

I can assure you that Dale is committed to investing into the system and building value around the Lee Myles name, I would not have accepted this engagement if that were not the case! However, before we can determine the nature of any investment into the system I simply need to get a handle on the finances and stability of the cash flow.

I recognize there is some confusion regarding the transaction that took place, balances due as well as a variety of other things depending on the individual center owner. I am committed to reaching out to each of you over the next couple weeks to address specific questions as well as general ones.

The first order of business for me is to initiate an accounting process that will allow us to accurately anticipate cash flow and revenue so that we can effectively run the home office and budget for the programs we are working to implement.

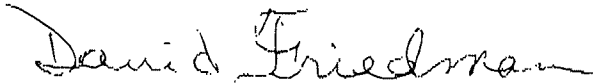
As such, enclosed you will find your current statement of account showing your outstanding balance due. One thing you will notice is that we have estimated royalties for any weeks that have not been reported. This process simply gives us both a more accurate picture of amounts due and owing and a basis from which to begin any dialogue. Obviously these estimates are only a place holder and are based on some fairly limited information but I needed a starting point from which to begin.

(F)

As I stated above I will be calling each of you to discuss the information enclosed so that we can begin the process of normalizing our cash flow and reinvesting into the system. At the same time, should you receive this information and wish to contact me directly you may feel free to do so.

I can best be reached at my direct line (312-788-9796). If I am not available please leave me a message and I will return your call as soon as possible. I look forward to speaking with each of you in the very near future.

Regards,

A handwritten signature in cursive script that reads "David Friedman". The signature is written in dark ink and is positioned above the printed name and title.

David Friedman  
Chief Financial Officer  
Lee Myles Auto Group